



NOTICE

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The original documents referenced in this file are available for inspection in the Office of the City Clerk, 215 Church Avenue, Room 456, Municipal Building, Roanoke, Virginia 24011.

To receive the City Council agenda (without reports) automatically via e-mail, contact the Office of the City Clerk at clerk@ci.roanoke.va.us or (540) 853-2541. The City Council agenda (with or without reports) for each meeting is available at www.ci.roanoke.va.us.

Mary F. Parker
City Clerk



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***OCTOBER 1, 2001
12:15 P.M.***

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

1. Call to Order--Roll Call.

A report of the City Attorney requesting that Council convene in Closed Session to consult with legal counsel on a matter of probable litigation, pursuant to Section 2.2-3711.A.7, Code of Virginia (1950), as amended.

THE MEETING WILL BE DECLARED IN RECESS FOLLOWING THE CITY ATTORNEY'S CLOSED SESSION TO BE IMMEDIATELY RECONVENED IN THE EMERGENCY OPERATIONS CENTER CONFERENCE ROOM, ROOM 159, FOR TWO BRIEFINGS BY THE CITY MANAGER.

A communication from Council Member C. Nelson Harris, Chair, City Council's Personnel Committee, requesting that Council meet in Closed Session to discuss appointment of a new Municipal Auditor, pursuant to Section 2.2-3711.A.1, Code of Virginia (1950), as amended.

A communication from Mayor Ralph K. Smith requesting that Council meet in Closed Session to discuss a special award, i.e.: 2001 Citizen of the Year, pursuant to Section 2.2-3711.A.10, Code of Virginia (1950), as amended.

800 Mhz Trunking System Intergovernmental Agreement Briefing. 20 minutes.

Housing Update Briefing. 10 minutes.



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***OCTOBER 1, 2001
2:00 P.M.***

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend James P. Beatty, Pastor, Bethel AME Church, Cave Spring.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

NOTICE:

Meetings of Roanoke City Council are televised live on RVTv Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, October 4, 2001, at 7:00 p.m., and Saturday, October 6, 2001, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE NOW PROVIDES THE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS THE AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT www.roanokegov.com, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541 TO OBTAIN AN APPLICATION.

PRESENTATIONS:

Proclamation declaring September 30 - October 6, 2001, as Mental Illness Awareness Week.

Proclamation declaring the month of October, 2001, as United Against Hate Month.

Proclamation declaring October 7 - 13, 2001, as Fire Prevention Week.

Proclamation declaring October 11, 2001, as Lights on Afterschool! Day.

2. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- C-1 A communication from Mayor Ralph K. Smith requesting that Council convene in Closed Session to discuss personnel matters, specifically interviews for appointments to the Architectural Review Board and the Industrial Development Authority, pursuant to Section 2.2.-3711.A.1, Code of Virginia (1950), as amended.

RECOMMENDED ACTION: Concur in request.

- C-2 A communication from the City Manager requesting that Council schedule a public hearing for Thursday, October 18, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard with regard to abandonment of a permanent utility easement - Times World Corporation.

RECOMMENDED ACTION: Concur in request.

- C-3 A communication from Council Member C. Nelson Harris transmitting a proposal for Council's consideration with regard to recognizing the location of past historic buildings in the central downtown Roanoke area.

RECOMMENDED ACTION: Concur in request to forward \$25,000.00 to 2002-03 budget study.

- C-4 Qualification of Troy Andrew Harmon as Acting Municipal Auditor, effective at 12:01 a.m., on September 28, 2001.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

- a. Request to address Council with regard to renaming Elmwood Park in honor of the late Dr. Martin Luther King, Jr. E. Duane Howard, Spokesperson.
- b. Request to address Council with regard to fire stations. Evelyn D. Bethel, Spokesperson.

4. PETITIONS AND COMMUNICATIONS:

- a. A communication from George J. A. Clemo, Attorney, transmitting measures for VPSA Interest Rate Subsidy Bond Financing for Fairview Elementary School and Fishburn Park Elementary School.

5. REPORTS OF OFFICERS:

- a. CITY MANAGER:

BRIEFINGS:

- 1. Fair Housing Board Update. 10 minutes.

ITEMS RECOMMENDED FOR ACTION:

2. A communication with regard to amendment to the Regional 800 Mhz Trunking System Intergovernmental Agreement.
3. A communication with regard to the Sister Cities Sculpture Project.
4. A communication with regard to contract awards for the Crystal Spring Water Treatment Filtration Plant.
5. A communication recommending that the City Manager be authorized to enter into a contract with U. S. Cellular for continued use of Stop Abuse From Existing (SAFE) Program cell phones and service for a period of one year.
6. A communication recommending that the City Manager be authorized to enter into a contract with the Roanoke Foundation for Downtown, Inc., to allow for construction of a utility building at the Roanoke Centre for Industry and Technology in furtherance of the Police Mounted Patrol Unit; and acceptance of the building by the City upon completion.
7. A communication recommending adoption of a resolution in support of the Master Plan of the cultural institutions of the Roanoke Valley.

b. DIRECTOR OF FINANCE:

1. Financial report for the month of August, 2001.

6. REPORTS OF COMMITTEES: NONE.

7. UNFINISHED BUSINESS: NONE.

8. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

9. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.
- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

10. OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

CERTIFICATION OF CLOSED SESSION.

THE MEETING WILL BE DECLARED IN RECESS UNTIL WEDNESDAY, OCTOBER 3, 2001, AT 9:00 A.M., AT APPLE RIDGE FARM, 9230 PINE FOREST ROAD, N. E., COPPER HILL, VIRGINIA, AT WHICH TIME COUNCIL WILL HOLD A PLANNING RETREAT.

**APPENDIX B
to the Bond Sale Agreement**

Resolution No. ____

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$2,750,000 GENERAL OBLIGATION SCHOOL BONDS
OF THE CITY OF ROANOKE, VIRGINIA, SERIES 2001-A,
TO BE SOLD TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY
AND PROVIDING FOR THE FORM AND DETAILS THEREOF.**

WHEREAS, in September, 2000, the Commonwealth of Virginia Board of Education (the "Board of Education") placed the application (the "Application") of the School Board of the City of Roanoke, Virginia (the "School Board"), for a loan of \$2,200,000 (subsequently amended to \$2,750,000) (the "Literary Fund Loan") from the Literary Fund, a permanent trust fund established by the Constitution of Virginia (the "Literary Fund"), for the construction, renovation and expansion of school buildings (the "Project") in the City of Roanoke, Virginia (the "City"), on the First Priority Waiting List;

WHEREAS, the Board of Education was to have approved the release of Literary Fund moneys to the School Board and make a commitment to loan such moneys to the School Board (the "Commitment") within one (1) year of placement of the Application on the First Priority Waiting List upon receipt of the Literary Fund of an unencumbered sum available at least equal to the amount of the Application and the approval, by the Board of Education, of the Application as having met all conditions for a loan from the Literary Fund;

WHEREAS, the Board of Education was thereafter to have given advances on the amount of the Commitment for the Literary Fund Loan to the School Board, as construction or renovation of the Project progressed, in exchange for temporary notes from the School Board to the Literary Fund (the "Temporary Notes") for the amounts so advanced;

WHEREAS, after the completion of the Project and the advance of the total amount of the Commitment, the Temporary Notes were to have been consolidated into a permanent loan note of the School Board to the Literary Fund (the "Literary Fund Obligation") which was to evidence the obligation of the School Board to repay the Literary Fund Loan;

WHEREAS, the Literary Fund Obligation was to have borne interest at four percent (4%) per annum and mature in annual installments for a period of twenty (20) years;

WHEREAS, in connection with the 2001 Interest Rate Subsidy Program (the "Program"), the Virginia Public School Authority (the "VPSA") has offered to purchase general obligation school bonds of the City, and the Board of Education has offered to pay, to the City, a lump sum cash payment (the

"Lump Sum Cash Payment") equal to the sum of (i) net present value difference, determined on the date on which the VPSA sells its bonds, between the weighted average interest rate that the general obligation school bonds of the City will bear upon sale to the VPSA and the interest rate that the Literary Fund Obligation would have borne plus (ii) an allowance for the costs of issuing such bonds of the City (the "Issuance Expense Allowance");

WHEREAS, the City Council (the "Council") of the City has determined that it is necessary and expedient to borrow not to exceed \$2,750,000 and to issue its general obligation school bonds for the purpose of financing certain capital projects for school purposes; and

WHEREAS, the City held a public hearing, duly noticed, on September 17, 2001, on the issuance of the Bonds (as defined below) in accordance with the requirements of Section 15.2-2606, Code of Virginia 1950, as amended (the "Virginia Code"); and

WHEREAS, the School Board of the City has, by resolution, requested the Board to authorize the issuance of the Bonds (as hereinafter defined);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CITY OF ROANOKE, VIRGINIA:

1. **Authorization of Bonds and Use of Proceeds.** The Council hereby determines that it is advisable to contract a debt and issue and sell its general obligation school bonds in an aggregate principal amount not to exceed \$2,750,000 (the "Bonds") for the purpose of financing certain capital projects for school purposes. The Council hereby authorizes the issuance and sale of the Bonds in the form and upon the terms established pursuant to this Resolution.

2. **Sale of the Bonds.** It is determined to be in the best interest of the City to accept the offer of the Virginia Public School Authority (the "VPSA") to purchase from the City, and to sell to the VPSA, the Bonds at a price, determined by the VPSA to be fair and accepted by the Mayor and the City, that is not less than 98% of par and not more than 103% of par upon the terms established pursuant to this Resolution except that in the event the purchase price determined by the VPSA exceeds the upper limit of 103%, the City, at the request of the VPSA, will lower the amount of the local school bonds to be issued to provide a purchase price for such bonds and a proceeds amount that is within 103% of the amount requested pursuant to the City's application submitted to the VPSA. The Mayor, the City Manager, and such officer or officers of the City as either may designate are hereby authorized and directed to enter into a Bond Sale Agreement dated as of October 9, 2001, with the VPSA providing for the sale of the Bonds to the VPSA in substantially the form submitted to the Council at this meeting, which form is hereby approved (the "Bond Sale Agreement").

3. **Details of the Bonds.** The Bonds shall be issuable in fully registered form; shall be dated the date of issuance and delivery of the Bonds; shall be designated "General Obligation School Bonds, Series

2001-A"; shall bear interest from the date of delivery thereof payable semi-annually on each January 15 and July 15 beginning July 15, 2002 (each an "Interest Payment Date"), at the rates established in accordance with Section 4 of this Resolution; and shall mature on July 15 in the years (each a "Principal Payment Date") and in the amounts set forth on Schedule I of Exhibit A attached hereto (the "Principal Installments"), subject to the provisions of Section 4 of this Resolution.

4. **Interest Rates and Principal Installments.** The City Manager is hereby authorized and directed to accept the interest rates on the Bonds established by the VPSA, provided that each interest rate shall be ten one-hundredths of one percent (0.10%) over the interest rate to be paid by the VPSA for the corresponding principal payment date of the bonds to be issued by the VPSA (the "VPSA Bonds"), a portion of the proceeds of which will be used to purchase the Bonds, and provided further, that the true interest cost of the Bonds does not exceed five and eighty five one-hundredths percent (5.85 %) per annum. The Interest Payment Dates and the Principal Installments are subject to change at the request of the VPSA. The City Manager is hereby authorized and directed to accept changes in the Interest Payment Dates and the Principal Installments at the request of the VPSA, provided that the aggregate principal amount of the Bonds shall not exceed the amount authorized by this Resolution. The execution and delivery of the Bonds as described in Section 8 hereof shall conclusively evidence such interest rates established by the VPSA and Interest Payment Dates and the Principal Installments requested by the VPSA as having been so accepted as authorized by this Resolution.

5. **Form of the Bonds.** The Bonds shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as Exhibit A.

6. **Payment; Paying Agent and Bond Registrar.** The following provisions shall apply to the Bonds:

(a) For as long as the VPSA is the registered owner of the Bonds, all payments of principal, premium, if any, and interest on the Bonds shall be made in immediately available funds to the VPSA at, or before 11:00 a.m. on the applicable Interest Payment Date or Principal Payment Date, or if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11:00 a.m. on the business day next preceding such Interest Payment Date or Principal Payment Date.

(b) All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Bonds.

(c) SunTrust Bank, Richmond, Virginia, is designated as Bond Registrar and Paying Agent for the Bonds.

7. **No Redemption or Prepayment.** The Principal Installments of the Bonds shall not be subject to redemption or prepayment. Furthermore, the Council covenants, on behalf of the City, not to refund or refinance the Bonds without first obtaining the written consent of the VPSA or the registered owner of

the Bonds.

8. **Execution of the Bonds.** The Mayor or Vice Mayor and the City Clerk or any Deputy City Clerk are authorized and directed to execute and deliver the Bonds and to affix the seal of the City thereto.

9. **Pledge of Full Faith and Credit.** For the prompt payment of the principal of and premium, if any, and the interest on the Bonds as the same shall become due, the full faith and credit of the City are hereby irrevocably pledged, and in each year while any of the Bonds shall be outstanding there shall be levied and collected in accordance with law an annual advalorem tax upon all taxable property in the City subject to local taxation sufficient in amount to provide for the payment of the principal of and premium, if any, and the interest on the Bonds as such principal, premium, if any, and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the City to the extent other funds of the City are not lawfully available and appropriated for such purpose.

10. **Use of Proceeds Certificate and Certificate as to Arbitrage.** The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute a Certificate as to Arbitrage and a Use of Proceeds Certificate each setting forth the expected use and investment of the proceeds of the Bonds and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations relating to the exclusion from gross income of interest on the Bonds and on the VPSA Bonds except as provided below. The Council covenants on behalf of the City that (i) the proceeds from the issuance and sale of the Bonds will be invested and expended as set forth in such Certificate as to Arbitrage and such Use of Proceeds Certificate and that the City shall comply with the other covenants and representations contained therein and (ii) the City shall comply with the provisions of the Code so that interest on the Bonds and on the VPSA Bonds will remain excludable from gross income for Federal income tax purposes.

11. **State Non-Arbitrage Program; Proceeds Agreement.** The Council hereby determines that it is in the best interests of the City to authorize and direct the City Treasurer to participate in the State Non-Arbitrage Program in connection with the Bonds. The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Bonds by and among the City, the other participants in the sale of the VPSA Bonds, the VPSA, the investment manager and the depository, substantially in the form submitted to the Council at this meeting, which form is hereby approved.

12. **Continuing Disclosure Agreement.** The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute a Continuing

Disclosure Agreement, as set forth in Appendix F to the Bond Sale Agreement, setting forth the reports and notices to be filed by the City and containing such covenants as may be necessary in order to show compliance with the provisions of the Securities and Exchange Commission Rule 15c2-12 and directed to make all filings required by Section 3 of the Bond Sale Agreement should the City be determined by the VPSA to be a MOP (as defined in the Continuing Disclosure Agreement).

13. **Filing of Resolution**. The appropriate officers or agents of the City are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the City.

14. **Further Actions**. The members of the Council and all officers, employees and agents of the City are hereby authorized to take such action as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Bonds and any such action previously taken is hereby ratified and confirmed.

15. **Effective Date**. This Resolution shall take effect immediately.

* * *

The undersigned Clerk of the City of Roanoke, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on October 1, 2001, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify (a) that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present, and (b) that the attendance of the members and voting on the foregoing resolution was as follows:

	<u>Present</u>	<u>Absent</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ralph K. Smith, Mayor	___	___	___	___	___
William H. Carder, Vice Mayor	___	___	___	___	___
William D. Bestpitch	___	___	___	___	___
C. Nelson Harris	___	___	___	___	___
W. Alvin Hudson, Jr.	___	___	___	___	___
William White, Sr.	___	___	___	___	___
Lynda F. Wyatt	___	___	___	___	___

WITNESS MY HAND and the seal of the City of Roanoke, Virginia, this ____ day of October, 2001.

Clerk, City of Roanoke, Virginia

[SEAL]

**APPENDIX B
to the Bond Sale Agreement**

Resolution No. ____

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$2,500,000 GENERAL OBLIGATION SCHOOL BONDS
OF THE CITY OF ROANOKE, VIRGINIA, SERIES 2001-B,
TO BE SOLD TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY
AND PROVIDING FOR THE FORM AND DETAILS THEREOF.**

WHEREAS, in September, 2000, the Commonwealth of Virginia Board of Education (the "Board of Education") placed the application (the "Application") of the School Board of the City of Roanoke, Virginia (the "School Board"), for a loan of \$3,000,000 (the "Literary Fund Loan") from the Literary Fund, a permanent trust fund established by the Constitution of Virginia (the "Literary Fund"), for the construction, renovation and expansion of school buildings (the "Project") in the City of Roanoke, Virginia (the "City"), on the First Priority Waiting List;

WHEREAS, the Board of Education was to have approved the release of Literary Fund moneys to the School Board and make a commitment to loan such moneys to the School Board (the "Commitment") within one (1) year of placement of the Application on the First Priority Waiting List upon receipt of the Literary Fund of an unencumbered sum available at least equal to the amount of the Application and the approval, by the Board of Education, of the Application as having met all conditions for a loan from the Literary Fund;

WHEREAS, the Board of Education was thereafter to have given advances on the amount of the Commitment for the Literary Fund Loan to the School Board, as construction or renovation of the Project progressed, in exchange for temporary notes from the School Board to the Literary Fund (the "Temporary Notes") for the amounts so advanced;

WHEREAS, after the completion of the Project and the advance of the total amount of the Commitment, the Temporary Notes were to have been consolidated into a permanent loan note of the School Board to the Literary Fund (the "Literary Fund Obligation") which was to evidence the obligation of the School Board to repay the Literary Fund Loan;

WHEREAS, the Literary Fund Obligation was to have borne interest at four percent (4%) per annum and mature in annual installments for a period of twenty (20) years;

WHEREAS, in connection with the 2001 Interest Rate Subsidy Program (the "Program"), the Virginia Public School Authority (the "VPSA") has offered to purchase general obligation school bonds of the City, and the Board of Education has offered to pay, to the City, a lump sum cash payment (the "Lump Sum Cash Payment") equal to the sum of (i) net present value difference, determined on the date on which the VPSA sells its bonds, between the weighted average interest rate that the general obligation school bonds of the City will bear upon sale to the VPSA and the interest rate that the Literary Fund Obligation would have borne plus (ii) an allowance for the costs of issuing such bonds of the City (the "Issuance Expense Allowance");

WHEREAS, the City Council (the "Council") of the City has determined that it is necessary and expedient to borrow not to exceed \$2,500,000 and to issue its general obligation school bonds for the purpose of financing certain capital projects for school purposes; and

WHEREAS, the City held a public hearing, duly noticed, on September 17, 2001, on the issuance of the Bonds (as defined below) in accordance with the requirements of Section 15.2-2606, Code of Virginia 1950, as amended (the "Virginia Code"); and

WHEREAS, the School Board of the City has, by resolution, requested the Board to authorize the issuance of the Bonds (as hereinafter defined);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CITY OF ROANOKE, VIRGINIA:

1. **Authorization of Bonds and Use of Proceeds.** The Council hereby determines that it is advisable to contract a debt and issue and sell its general obligation school bonds in an aggregate principal amount not to exceed \$2,500,000 (the "Bonds") for the purpose of financing certain capital projects for school purposes. The Council hereby authorizes the issuance and sale of the Bonds in the form and upon the terms established pursuant to this Resolution.

2. **Sale of the Bonds.** It is determined to be in the best interest of the City to accept the offer of the Virginia Public School Authority (the "VPSA") to purchase from the City, and to sell to the VPSA, the Bonds at a price, determined by the VPSA to be fair and accepted by the Mayor and the City, that is not less than 98% of par and not more than 103% of par upon the terms established pursuant to this Resolution except that in the event the purchase price determined by the VPSA exceeds the upper limit of 103%, the City, at the request of the VPSA, will lower the amount of the local school bonds to be issued to provide a purchase price for such bonds and a proceeds amount that is within 103% of the amount requested pursuant to the City's application submitted to the VPSA. The Mayor, the City Manager, and such officer or officers of the City as either may designate are hereby authorized and directed to enter into a Bond Sale

Agreement dated as of October 9, 2001, with the VPSA providing for the sale of the Bonds to the VPSA in substantially the form submitted to the Council at this meeting, which form is hereby approved (the "Bond Sale Agreement").

3. **Details of the Bonds.** The Bonds shall be issuable in fully registered form; shall be dated the date of issuance and delivery of the Bonds; shall be designated "General Obligation School Bonds, Series 2001-B"; shall bear interest from the date of delivery thereof payable semi-annually on each January 15 and July 15 beginning July 15, 2002 (each an "Interest Payment Date"), at the rates established in accordance with Section 4 of this Resolution; and shall mature on July 15 in the years (each a "Principal Payment Date") and in the amounts set forth on Schedule I of Exhibit A attached hereto (the "Principal Installments"), subject to the provisions of Section 4 of this Resolution.

4. **Interest Rates and Principal Installments.** The City Manager is hereby authorized and directed to accept the interest rates on the Bonds established by the VPSA, provided that each interest rate shall be ten one-hundredths of one percent (0.10%) over the interest rate to be paid by the VPSA for the corresponding principal payment date of the bonds to be issued by the VPSA (the "VPSA Bonds"), a portion of the proceeds of which will be used to purchase the Bonds, and provided further, that the true interest cost of the Bonds does not exceed five and eighty five one-hundredths percent (5.85 %) per annum. The Interest Payment Dates and the Principal Installments are subject to change at the request of the VPSA. The City Manager is hereby authorized and directed to accept changes in the Interest Payment Dates and the Principal Installments at the request of the VPSA, provided that the aggregate principal amount of the Bonds shall not exceed the amount authorized by this Resolution. The execution and delivery of the Bonds as described in Section 8 hereof shall conclusively evidence such interest rates established by the VPSA and Interest Payment Dates and the Principal Installments requested by the VPSA as having been so accepted as authorized by this Resolution.

5. **Form of the Bonds.** The Bonds shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as Exhibit A.

6. **Payment; Paying Agent and Bond Registrar.** The following provisions shall apply to the Bonds:

(a) For as long as the VPSA is the registered owner of the Bonds, all payments of principal, premium, if any, and interest on the Bonds shall be made in immediately available funds to the VPSA at, or before 11:00 a.m. on the applicable Interest Payment Date or Principal Payment Date, or if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11:00 a.m. on the business day next preceding such Interest Payment Date or Principal Payment Date.

(b) All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Bonds.

(c) SunTrust Bank, Richmond, Virginia, is designated as Bond Registrar and Paying Agent for the

Bonds.

7. **No Redemption or Prepayment.** The Principal Installments of the Bonds shall not be subject to redemption or prepayment. Furthermore, the Council covenants, on behalf of the City, not to refund or refinance the Bonds without first obtaining the written consent of the VPSA or the registered owner of the Bonds.

8. **Execution of the Bonds.** The Mayor or Vice Mayor and the City Clerk or any Deputy City Clerk are authorized and directed to execute and deliver the Bonds and to affix the seal of the City thereto.

9. **Pledge of Full Faith and Credit.** For the prompt payment of the principal of and premium, if any, and the interest on the Bonds as the same shall become due, the full faith and credit of the City are hereby irrevocably pledged, and in each year while any of the Bonds shall be outstanding there shall be levied and collected in accordance with law an annual advalorem tax upon all taxable property in the City subject to local taxation sufficient in amount to provide for the payment of the principal of and premium, if any, and the interest on the Bonds as such principal, premium, if any, and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the City to the extent other funds of the City are not lawfully available and appropriated for such purpose.

10. **Use of Proceeds Certificate and Certificate as to Arbitrage.** The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute a Certificate as to Arbitrage and a Use of Proceeds Certificate each setting forth the expected use and investment of the proceeds of the Bonds and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations relating to the exclusion from gross income of interest on the Bonds and on the VPSA Bonds except as provided below. The Council covenants on behalf of the City that (i) the proceeds from the issuance and sale of the Bonds will be invested and expended as set forth in such Certificate as to Arbitrage and such Use of Proceeds Certificate and that the City shall comply with the other covenants and representations contained therein and (ii) the City shall comply with the provisions of the Code so that interest on the Bonds and on the VPSA Bonds will remain excludable from gross income for Federal income tax purposes.

11. **State Non-Arbitrage Program; Proceeds Agreement.** The Council hereby determines that it is in the best interests of the City to authorize and direct the City Treasurer to participate in the State Non-Arbitrage Program in connection with the Bonds. The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Bonds by and among the City, the other participants in the sale of the VPSA Bonds, the VPSA, the investment manager and the depository, substantially in the form submitted to the Council at this meeting, which form is hereby approved.

12. **Continuing Disclosure Agreement.** The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute a Continuing Disclosure Agreement, as set forth in Appendix F to the Bond Sale Agreement, setting forth the reports and notices to be filed by the City and containing such covenants as may be necessary in order to show compliance with the provisions of the Securities and Exchange Commission Rule 15c2-12 and directed to make all filings required by Section 3 of the Bond Sale Agreement should the City be determined by the VPSA to be a MOP (as defined in the Continuing Disclosure Agreement).

13. **Filing of Resolution.** The appropriate officers or agents of the City are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the City.

14. **Further Actions.** The members of the Council and all officers, employees and agents of the City are hereby authorized to take such action as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Bonds and any such action previously taken is hereby ratified and confirmed.

15. **Effective Date.** This Resolution shall take effect immediately.

* * *

The undersigned Clerk of the City of Roanoke, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on October 1, 2001, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify (a) that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present, and (b) that the attendance of the members and voting on the foregoing resolution was as follows:

	<u>Present</u>	<u>Absent</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>
Ralph K. Smith, Mayor	___	___	___	___	___
William H. Carder, Vice Mayor	___	___	___	___	___
William D. Bestpitch	___	___	___	___	___
C. Nelson Harris	___	___	___	___	___
W. Alvin Hudson, Jr.	___	___	___	___	___
William White, Sr.	___	___	___	___	___
Lynda F. Wyatt	___	___	___	___	___

WITNESS MY HAND and the seal of the City of Roanoke, Virginia, this ____ day of October, 2001.

Clerk, City of Roanoke, Virginia

[SEAL]

October 1, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of Council:

Subject:

Amendment to Regional 800 Mhz Trunking
System Intergovernmental Agreement

Background:

City Council authorized an 800 MHz Regional Radio system and entered into an Intergovernmental Agreement with Roanoke County in December, 1997 for installation and maintenance of the system. The regional radio system was placed into use in 1999 for Public Safety and is now being used by other departments in the City. The initial agreement focused only on the system and the handheld/mobile units that supported the use of voice transmissions.

Considerations:

Since the initial agreement was approved in 1997, the City is upgrading its Mobile Data Terminals (MDTs) in its public safety vehicles. Roanoke County is also purchasing MDTs for use in their vehicles. Both localities are now utilizing the 800 Mhz Trunking System, sharing common radio frequencies as approved by the FCC, for transmission of data to these MDTs. The Intergovernmental Agreement needs to be amended to include the use and maintenance of these units in the system.

The changes requested to the contract add the following items:

- Inclusion of the MOSCAD fire alerting equipment used by the City of Roanoke;
- Expansion of the mobile data equipment for use by both localities;
- Designation of the County as the contracting agent for maintenance agreements for the equipment and as insurer of the equipment (reimbursed by the City);

- Change in the designation of the named system manager by the City and the County.

A copy of the red-line version of the contract is attached.

Funds for equipment and maintenance contracts are already included in the operating budgets of the using departments and no appropriation of monies is required.

Recommended Action:

Authorize the City Manager to execute an amendment to the existing Intergovernmental Agreement with Roanoke County to reflect the use and maintenance of MDTs in the Regional 800 Mhz Trunking Radio System as approved by the City Attorney. A similar request is being made by the staff of the County of Roanoke.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB:JS

CM01-00230

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Joe D. Slone, Director, Department of Technology
Barry L. Key, Director, OMB

October 1, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Sister Cities Sculpture Project

Background:

Roanoke Valley Sister Cities, Inc. (RVSC) and the City have been working on the Sister Cities Sculpture for several years. City Council approved the sculpture project in 1997. This seven piece linear sculpture represents each of the existing Sister Cities. The Artists for this project were chosen out of 28 competing artists in a state-wide competition in 1996. After evaluating numerous sites, Century Square was selected as the most appropriate site for this public artwork. This site is in close proximity to the Sister Cities flag display located at Friendship Fountain.

The Architectural Review Board (ARB) must review and approve any alteration, reconstruction, or erection in an H-1 district and issue a Certificate of Appropriateness. Century Square is within such a district. On June 7, the ARB approved the appropriateness of a conceptual site plan for improvements to Century Square to prepare the park as a site for the Sister Cities Sculpture, and approved the installation of the sculpture. Attachment "A" is the architectural rendering approved by the ARB. In late spring, the Arts Commission also approved the project, since it must do so for the City to accept this gift.

On September 4, City Council approved \$78,000 in the Capital Maintenance and Equipment Replacement Program to facilitate improvements to Century Square

including modification of the trellis, lighting, foundation for the artwork, tables and seating; and, appropriated funding to account 008-530-9779-9003.

RVSC will provide payment to the Artists based on a fixed fee schedule for their work in creating this public art and will provide funds to cover the costs of appropriate signage. This fee schedule is set forth in an Agreement among the City, RVSC, and the Artists (Attachment B).

Considerations:

The Agreement among the City, RVSC and the Artists, Donna Essig and Mimi Babe Harris, for the creation and installation of the artwork has been executed by Roanoke Valley Sister Cities, Inc. and the Artists.

Recommended Action:

City Council authorize the City Manager to enter into the Agreement, the form of which shall be approved by the City Attorney attached as Attachment B, with Roanoke Valley Sister Cities, Inc. and the Artists for the creation and installation of the Sister Cities sculpture to be installed in Century Square, and that Council agree to accept the gift of the sculpture.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB:kj

Attachments

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Rolanda A. Johnson, Assistant City Manager for Community Development
George C. Snead, Assistant City Manager for Operations
Wanda B. Reed, Acting Director of Parks and Recreation
Philip C. Schirmer, City Engineer
Robert F. Roth, M. D., President, RVSC
David K. Lisk, Executive Director, RVSC
Richard C. Maxwell, Attorney, RVSC
Mimi Babe Harris, Artist
Donna Essig, Artist

#CM01-00229

AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2001, by and Roanoke Valley Sister Cities, Inc., hereinafter referred to as the RVSC, the CITY OF ROANOKE, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the City, and Donna Essig and Mimi Babe Harris, hereinafter collectively referred to as the Artists,

WITNESSETH:

WHEREAS, the parties have agreed to enter into a contract for the construction of a work of art, hereinafter referred to as the Work, to be placed in a public space on Century Square in the City of Roanoke, hereinafter referred to as the Site, and

WHEREAS the Artists were awarded ~~the~~ a commission, January 3, 1997, by the RVSC to create a significant work of art; and

WHEREAS, the Artists are the exclusive constructor of the Work for Century Square, in the City of Roanoke;

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

Section 1 - Scope of Services

(a) The Artists shall furnish supplies and materials, hereinafter referred to collectively as the materials, for the construction of the Work.

(b) The Artists shall create, construct, fabricate and deliver to the Century Square a work of free standing sculpture, consisting of seven columns each approximately nine feet

in height and fourteen inches in diameter in substantial conformity with the Mill Mountain Sculpture Project Proposal submitted by the Artists (attached hereto as Attachment 1) which was approved by on January 3, 1997 (letter from David Curtis, Chair, Mill Mountain Sculpture Project Committee, attached hereto as Attachment 2). The Work shall be installed on the site in conformance with the layout approved by the City's Architectural Review Board. (Approved plan attached hereto as Attachment 3). An eighth column may be added pursuant to the provisions of Section 8.

(c) The Artists shall consider and incorporate as the Artists deem appropriate the comments of RVSC and others as agreed to at the Mill Mountain Sculpture Meeting, January 14, 2000. (Copies of minutes of this meeting attached hereto as Attachment 4). The Artists acknowledge RVSC interest in having the Work represent the particular cities. RVSC acknowledges that the Work is a work of art and not a simple depiction of the features of the particular Sister Cities.

(d) The City shall provide at its expense electrical lines to the site of the Work for purpose of lighting to enhance the Work, modify the existing trellis to fit the sculpture, construct new sections of trellis, and install the base and support for the sculptures and signage.

Section 2 - Procedure

- (a) The Artists shall determine the artistic expression of the Work following closely the models presented on January 7, 1997. Any major changes in the proposal shall be subject to the approval of the RVSC.
- (b) It is the intent of the parties that the City, RVSC and the Artists will establish, from the outset of their relationship, a close and cooperative consultation continuing to and beyond the installation of the Work.
- (c) The City and RVSC reserves the right for ~~its~~ their agents or representatives to review the Work while in progress with a two-week prior notification of such review to the Artists and provided that no such review shall be conducted in such a manner which would interrupt the tasks of the Artists.
- (d) Prior to each payment as detailed in Section 3 of this Agreement, a representative of RVSC will review the Work and approve payment to the Artists for satisfactory performance and progress on the Work.
- (e) Eight weeks prior to installation of the Work the Artists shall make available to the City and RVSC documentation of the completed Work. Upon this notification, the City shall determine a schedule on installation of the Work. Work shall commence as soon as possible after the signing of this Agreement by all parties, and be completed no later than June 1, 2004.. Such schedule may be amended in writing by the Artists, RVSC and the City. The Artists shall not be held liable if, through no fault of the Artists, the completion of the Work is delayed by the late delivery of materials or by any delays caused by subcontractors nor any unforeseen physical disabilities on the part of the Artists.
- (f) During the period of the installation of the Work, the Artists shall act as consultants to the pre-installation project by the City.
- (g) The Artists shall be available at such time or times as may be agreed to attend any inauguration or presentation ceremonies relating to the transfer of the Work to the City.

Section 3 - Fee and payment

(a) The RVSC shall pay to the Artists for the Work a fixed fee of \$17,000.00 which shall constitute full compensation for all labor, services, materials, shipping and transportation furnished by the Artists under this agreement. RVSC shall cause a private donor to pay the Artists an additional \$1000.00 for time spent by Artists considering design suggestions by RVSC. The fee shall be paid in the following installments:

- (1) \$6,666.66 upon execution of this Agreement
- (2) \$5,666.67 when the Work is one-third complete
- (3) \$5,666.67 upon delivery of the Work

(b) Any sales, use or excise taxes, customs, duties or similar charges relating to such services and materials shall be paid by the City and RVSC. The costs of special preparation of the site, including artificial lighting, electrical lines for such lighting and the structural attachment of the frame of the base of the Work to the site shall be paid by the City.

(c) Prior to and during the period of installation of the Work, the City shall at its risk and expense store the materials necessary for installation of the Work at or in close proximity to the site in a manner agreed to by the Artists to be acceptable.

(d) The City shall be responsible for obtaining at its expense permits and the like necessary for the installation of the Work.

(f) The costs of transporting the materials to the site, and the costs of all travel by employees or agents of the Artists necessary for the proper performance of the services required under this Agreement, shall be paid by the Artists.

Section 4 - Risk of Loss, Indemnification and Insurance

(a) Prior to the delivery of the Work and materials to the site and while in transit, the Artists shall bear the risk of loss and indemnify and hold harmless the City and RVSC from any liability, loss, theft, mutilation, vandalism or other damage, including those caused by Acts of God, to the Work.

(b) Upon delivery of the Work and materials to the site, the City shall procure and place in effect adequate comprehensive insurance to cover any liability, loss, theft, mutilation, vandalism or other damage, including those caused by Acts of God, that may befall the materials and Work after delivery to the site.

(c) Upon passage of the title to the Work to the City in accordance with Section 5 of this Agreement, all risk of loss, theft, mutilation, vandalism or other damage and liability except liability growing out of the structural soundness or collapse of the Work shall be the responsibility of the City.

(d) The Artists shall not be required by the City to post any performance bonds or similar undertakings, and any requirements of any other authority for performance bonds or similar undertakings shall be the responsibility of the City.

Section 5 - Ownership and Related Rights

Title to the Work shall remain with the Artists until delivery and acceptance of the Work, at which time title shall pass directly to the City.

(a) The City shall have complete authority to reproduce the Work in books, art magazines, exhibition catalogs, postcards or posters or other commemorative items providing that any such reproduction be accompanied by the Artists= copyright notice and providing that the Work not be changed in anyway in reproduction by the addition of any elements, embellishments or distortion through photography.

(b) The Artists shall have and retain full ownership of all preliminary drawings, sketches, models, maquettes and other incidental works created by them or at their direction in the performance of this Agreement.

(c) The Artists shall ensure that the Work is one of a kind and shall not make any additional exact duplicate, three-dimensional reproductions of the final work, nor shall the Artists grant permission to others to do so except with the written permission of the City.

(d) The Artists shall retain all rights under the Copyright Act of 1976.

Section 6 - Surviving Covenants

(a) The covenants and obligations set forth in this Section 6 are for the benefit of the Artists and their heirs and shall survive the completion of installation of the Work and shall continue for a period ending on the twentieth anniversary of the surviving Artists' death.

(b) Maintenance. The City recognizes that although normal maintenance of the Work will involve simple and relatively inexpensive procedures, such maintenance on a regular basis is essential to the integrity and authenticity of the work. The City shall assure such regular maintenance and shall protect, repair and maintain the Work against damage from all causes and the ravages of time and vandalism and make all significant repairs and restorations of the Work solely in accordance with the express written approval of the Artists. To the extent practicable, the City shall retain the Artists to personally supervise significant repairs and restorations, and the Artists shall be paid a reasonable fee for such services.

(c) Notice. The RVSC shall at its expense prepare and install at the site a tasteful public notice including the Artists' names and the name of RVSC and shall maintain such notice in good repair against the ravages of time and vandalism. The RVSC shall obtain approval of such notice from the Artists and the City; approval shall not be unreasonably withheld by the Artists and the City.

(d) Non-Commercial Use. The City shall not permit the use of reproductions of the Work, for or in connection with the promotion of private, charitable or political business of any nature whatsoever, except as may be agreed by express approval of the Artists. Examples, but without limitation, of uses of the Work expressly prohibited under this section 6(d) are postcards or posters depicting the whole or portions of the Work with humorous captions; any distortion of the Work in printed or photographic form; and the superimposition of images, colors or printed messages on the Work. Nothing contained in this Section 6 (d) shall, however, prohibit the use of reproductions of the Work in tasteful postcards, posters, etc. The City hereby expressly and irrevocably authorizes the Artists and their heirs and legal representatives to bring any suit or other proceeding before any court or other body having jurisdiction thereof for any such preliminary or permanent injunctive or other relief, whether legal or equitable in nature, to accomplish the purposes of this Section 6 (d). Nothing in this Section 6 (d) shall prohibit the City from exercising the authority granted under Section 5 (a) of this Agreement.

(e) Alteration of the site or of the Work. The City shall notify the Artists of any alteration of the site or of any areas adjacent thereto that would affect the intended character and appearance of the Work and shall consult the artists in the planning of such alteration. If any such alteration of the site or such areas or of the Work is made without express written approval of the Artists, the City shall, at its expense, remove or obliterate the public notice referred to above, as well as any signature or other emblem identifying the Artists with the Work,

and the Artists may take such other action as they may choose in order to disavow the Work.

This paragraph shall apply to any alteration of the site, such areas or the Work, which would affect the intended character and appearance of the Work, whether intentional, accidental, within or without the control of the City, or otherwise.

(f) Disposition. In the event of any sale, transfer or other disposition of the Work, by the City of Roanoke, or by any subsequent owner, the seller or transferor shall deliver to the Artists or their heirs or legal representatives a binding undertaking to observe all of the provisions of this Section 6 for the benefit of the Artists. Nothing contained in this section, 6 (f) shall create or constitute any lien or other encumbrance of the Artists in or upon the Work or upon any disposition thereof.

(g) Insurance. Upon passage of the title to the Work to the City, the City shall procure insurance or self-insure the Work against all risks and perils and liability except liability growing out of the structural soundness or collapse of the Work.

(h) Permanent Records. The City of Roanoke shall maintain in the Office of the City Clerk a fully executed original of this Agreement and pertinent information as to the location and the history of the Work.

(i) The Artists and their heirs or personal representatives shall notify the City of changes of the address to be used for notices under this Agreement and any failure to do so, if such failure prevents the City from locating the Artists or their heirs or personal representatives, shall be deemed a waiver by the Artists of their rights to enforce the provisions of paragraphs (b), (d) and (e) of this section 6 that require the express approval of the Artists.

Section 7 - Authorizations

The City hereby represents and warrants to the Artists that all appropriate official action has been duly and validly taken to authorize the City to execute and deliver this Agreement and to perform all of the obligations of the city hereunder and that no authorization, approval, permit, filing or other document or action is required of any governments authority to authorize the performance of this Agreement according to its terms.

Section 8 - General

(a) Notices. All notices and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have given or made when delivered personally or when mailed, postage prepaid, by certified mail, return receipt requested:

(1) If to the City, to:

City Manager

Room 354
215 Church Avenue, SW
Roanoke, Virginia 24011

(2) If to the Artists; to:

Donna Essig
8966 Snow Creek Road
Penhook, VA 24137

and

Mimi Babe Harris
2225 Broadway, SW
Roanoke, VA 24014

(3) If to RVSC; to:

Roanoke Valley Sister Cities, Inc.
P.O. Box 136
Roanoke, VA 24002

(b) Independent Contractor. Nothing contained in this Agreement shall be construed to create between the City and the Artists any relationship of principal and agent, joint ventures, co-partners, employer and employee, master and servant or any similar relationship, the existence of any of which is expressly denied by the parties hereto.

Neither party hereto shall be liable to the other or to any third party in any way for any engagement, allegation, representation, contract, transaction or undertaking or for any negligent act or omission to act of the other, except as expressly provided herein.

(c) Entire Agreement. This Agreement represents the entire understanding of the parties hereto and expressly supersedes any and all prior agreements and understandings with respect to the subject matter hereof and may be amended only by a writing signed by all of them.

(d) No Assignment. No party to this Agreement shall assign its or his rights or obligations hereunder, either in whole or in part, except with the written consent of the

other parties . Any purported assignment not in compliance with this Section 9 (d) shall be void. This Agreement shall inure to the benefit of the heirs and legal representatives of the Artists.

(e) No Waiver. No waiver by all parties to this Agreement of any breach of any obligation of the other parties shall constitute a waiver of any other prior or subsequent breach of any such obligation.

(f) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

(g) Headings. The headings or captions in this Agreement are inserted for the convenience of reference only and shall not be a part of or control or affect the meaning of this Agreement.

Section 9 - Eighth Column

The parties agree that an eighth column may be subsequently added to the Work to depict a new sister city. In the event that Sister Cities determines to add an eighth column to the Work, Sister Cities shall contract with the Artists for the construction of the eighth column. Unless the Artists agree in writing, Sister Cities or the City may not install an eighth column created by any person other than the Artists. The parties further agree that the Work shall not be expanded beyond eight columns. The right to add an eighth column shall expire 30 days after the eighth column agreement is presented to RVSC by the Artists. All terms and conditions of this Agreement shall apply to the eighth column, and its installation in Century Square.

IN WITNESS WHEREOF, the Artists have signed this Agreement, an agent of

RVSC has signed this Agreement and the City has caused this Agreement to be signed by its City Manager, and its corporate seal to be hereunto affixed and attested by its City Clerk.

ATTEST:

CITY OF ROANOKE,

City Clerk

By _____
City Manager

ARTISTS:

Donna Essig

Mimi Babe Harris

ROANOKE VALLEY SISTER CITIES, INC.

By _____

Its _____
(Title)

APPROVED AS TO FORM:

APPROVED AS TO EXECUTION:

City Attorney

City Attorney

October 1, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Contract Awards
Crystal Spring Water Treatment
(Filtration) Plant
Bid No. 01-08-41

The City of Roanoke was notified by the Commonwealth of Virginia Department of Health on May 2, 2000 that, due to possible surface water influence, Crystal Spring could not be used as a water supply until the water was treated for potential surface contaminants. This has caused a loss of 3 - 4 million gallons of water per day in the potable water supply of the City of Roanoke.

A preliminary engineering study determined the most feasible method to treat Crystal Spring water was a membrane filtration system.

After proper advertising, four bids were received on Thursday, September 20, 2001 with Mid Eastern Builders, Inc., 4016 Holland Boulevard, Chesapeake, Virginia 23323, submitting the low bid in the amount of \$4,477,000. The construction time was specified as 365 calendar days for the necessary building construction and equipment installation.

The four bids received have been carefully evaluated by our engineering consultant, Wiley & Wilson, Inc. and its subconsultant, HDR Engineering, Inc. The consultants jointly recommend contract award to Mid Eastern Builders, Inc., as set forth above.

Additionally, City staff recommends using a construction administration specialty firm to monitor, inspect and administer the construction project. Construction Dynamics Group, Inc. (CDG) was selected to provide these services in accordance with our standard procurement procedures.

Funding in the total amount of \$5,124,700 is needed for the project. The amount of \$200,000 will be allocated for the contract for construction administration services mentioned above. The remaining funding in excess of the contract amounts is needed to support advertising

expenses, testing and other unforeseen project expenses.

Funding will be made available through the issuance of the Series 2002 General Obligation Public Improvement bond issue. A principal amount of \$31,245,000, with \$5,445,000 being allocated for this project, was authorized for issuance by City Council at its August 6, 2001 meeting.

Recommended Actions:

Accept the above bid and authorize the City Manager to execute a contract for the above work with Mid Eastern Builders, Inc. in the amount of \$4,477,000 with 365 consecutive calendar days of contract time to provide construction of the Crystal Spring Water Treatment (Filtration) Plant. Reject the other bids received.

Authorize the City Manager to enter into a contract with Construction Dynamics Group, Inc. in an amount not to exceed \$200,000.

Appropriate in advance of issuance \$5,124,700 from the sale of Series 2002 bonds as follows: \$4,924,700 to an account to be established entitled "Crystal Spring Water Treatment (Filtration) Plant Construction"; and \$200,000 to an account to be established entitled "Crystal Spring Water Treatment (Filtration) Plant Construction Administration Services".

Adopt a resolution declaring the City's intent to reimburse itself \$5,124,700 from the proceeds of Series 2002 General Obligation Public Improvement Bonds related to the Crystal Spring Water Treatment (Filtration) Plant construction.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/PCS/bls

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
D. Darwin Roupe, Director of General Services
Michael T. McEvoy, Director of Utilities
Philip C. Schirmer, City Engineer

#CM01-00224

TABULATION OF BIDS

CRYSTAL SPRING WATER TREATMENT PLANT BID NO. 01-08-41

Bids were opened by Robert L. White, Manager, Purchasing Department, on Thursday, September 20, 2001, at 2:00 p.m.

BIDDER	BASE BID
Mid Eastern Builders, Inc.	\$4,477,000.00
Breakell, Inc.	\$4,499,000.00
Frizzell Construction Co., Inc.	\$4,715,000.00
English Construction Company, Inc.	\$4,775,000.00

Office of the City Engineer
Roanoke, Virginia
October 1, 2001

October 1, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Stop Abuse From Existing
- (SAFE) Program

Background:

In April 2000, the City Manager and U.S. Cellular entered into a contractual agreement that established a SAFE program in Roanoke. The SAFE program allows the Police Department to distribute activated cell phones to at-risk victims of domestic violence, pending prosecution. The phones allow domestic violence victims to immediately notify police of in-progress offenses and potential threats. U.S. Cellular requires annual renewal of the contract in order for the Police Department to maintain an inventory of twenty phones. U.S. Cellular provides the phones and service at no cost to the City.

Considerations:

Cell phones are distributed to at-risk domestic violence victims that would otherwise lack the ability to immediately alert police. Improved police response times to imminent domestic violence threats is an effective deterrent and provides significant domestic violence victim safeguards – the phones have been described by victims as virtual lifelines. A release and *hold harmless* provision in the SAFE contract, paragraph 6, requires the City to release and hold harmless U.S. Cellular from any claims arising from the agreement. The proposed SAFE contract is essentially the same as the SAFE contract entered into in April 2000.

Recommended Action:

Authorize the City Manager to contract with U.S. Cellular for continued use of SAFE program cell phones and service for a period of one-year.

Respectfully submitted,

Darlene L. Burcham
City Manager

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Rolanda A. Johnson, Assistant City Manager for Community Development
A.L. Gaskins, Chief of Police

COUNCIL LETTER # CM01-00222

October 1, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Utility Building for Mounted
 Patrol Stable

Background:

The Roanoke Police Department Mounted Patrol Unit needs a utility building to store sawdust used in stall maintenance, and a mowing tractor that is utilized daily in the operation of the Mounted Patrol Unit. The sawdust is currently transported by tractor-trailer to the stables then dumped onto the ground. The sawdust is covered by a tarp, which allows in moisture causing mold and mildew. The Blue Ridge Masonry Association will be donating the labor and the concrete block in the amount of approximately \$6,000 for the construction of the utility building, and The Roanoke Foundation for Downtown Inc. ("Foundation") has secured donations in excess of \$9,000 to complete the building with flooring, roof, and electrical wiring.

Considerations:

The construction of the utility building will allow the Mounted Patrol Unit to store sawdust, keep the sawdust dry, and free of mold. The mounted patrol tractor is gas operated, and therefore a fire hazard that should be kept in a separate building away from the horses that are housed in the stable. An agreement has been negotiated between the City and Foundation to construct a utility building and grant it to the City for use in connection with the operation of the mounted patrol stable.

Recommended Action:

Authorize the City Manager to enter into a contract with the Roanoke Foundation for Downtown, Inc. to allow for the construction of a utility building at RCIT in furtherance of the operation of the Mounted Patrol Unit and in accordance with the terms of the contract attached to this report and approved by the City Attorney as to form. Upon completion of construction of the utility building, authorize the City Manager to accept on behalf of the City, pursuant to

Section 2-263 of the Code of the City of Roanoke (1979) as amended, the donation of the utility building from the Foundation.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB:rlh

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Rolanda A. Johnson, Assistant City Manager for Community Development
D. Darwin Roupe, Director of General Services
A.L. Gaskins, Chief of Police

CM01-00217

October 1, 2001

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice-Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Subject: A resolution in support of the
Master Plan for the Cultural
Institutions of the Roanoke Valley.

Dear Mayor Smith and Members of City Council:

A steering committee comprised of representatives of the major cultural organizations and local governments has been working to develop a Master Plan for the Cultural Institutions of the Roanoke Valley. This Master Plan addresses the following five areas: education, funding, legislative, marketing, and transportation and infrastructure. The plan illustrates how to better preserve, develop and improve the identity of the institutions as well as how to promote transportation connections between these institutions.

The Vision 2001 Comprehensive Plan for the City of Roanoke recommends support of the region's cultural institutions and recognizes that the health of these institutions directly affects the City of Roanoke and the Roanoke Valley. By working together through the strategies developed in the Master Plan, these institutions can more effectively fulfill their missions and positively impact the entire Valley.

Recommendation:

Adopt a resolution in support of the Master Plan of the Cultural Institutions of the Roanoke Valley.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/sem

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Elizabeth Neu, Director of Economic Development
Susan Jennings, Arts Council

#CM01-00216

October 1, 2001

The Honorable Ralph K. Smith, Mayor
The Honorable William H. Carder, Vice Mayor
The Honorable William O. Bestpitch, Council Member
The Honorable C. Nelson Harris, Council Member
The Honorable W. Alvin Hudson, Jr., Council Member
The Honorable William White, Sr., Council Member
The Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

SUBJECT: August Financial Report

This financial report covers the first two months of the 2001-2002 fiscal year. The following narrative discusses revenues and expenditures to date.

REVENUE

General Fund revenues reflect a decrease of 13.21% or \$1,301,000 compared to FY01. Variances in specific categories of revenues are as follows:

General Property Taxes declined 40.95% or \$800,000. Real estate taxes decreased from the same period in the prior year due to earlier receipt of payments in FY01. Real estate taxes are projected to increase approximately 3% in the current year. Personal property taxes are also down from the prior year, but the majority of these taxes will be received in future months as they become due.

Other Local Taxes decreased 21.26% or \$1,073,000. Sales tax showed a slight decline from the prior year. Electric and water utility tax decreased due to timing differences.

Permits, Fees and Licenses are up \$49,000 or 40.56% due to increases in building, electrical and plumbing inspection fees.

Fines and Forfeitures are below prior year collections by 7.06% or \$11,000. The decline is due to decreased collections of Circuit Court fines and a decline in parking ticket revenues.

Grants-in-Aid Commonwealth rose 32.41% or \$568,000 due to timing differences in the receipt of rental car tax and an increase in jail block grant revenue. Jail block grant revenues are up due to an increase in the number of state prisoners housed at the City Jail. Comprehensive Services Act revenues also increased due to timing differences. During the prior fiscal year, reimbursement received under the Comprehensive Services Act was delayed pending state approval of the City's utilization management plan.

Miscellaneous Revenue decreased \$69,000 or 90.48%. An increase in the volume of used vehicles necessitated an earlier surplus sale in FY01. The fall surplus property sale was held in August in the prior year, but is usually conducted later in the fiscal year.

Internal Services are up \$61,000 or 127.63% due to increased building maintenance billings and a timing difference in billings for airport fire safety.

EXPENDITURES AND ENCUMBRANCES

General fund expenditures and encumbrances have increased 9.19% or \$3,343,000 since FY01. Variances in individual expenditure categories are discussed as follows:

Judicial Administration expenditures are up \$142,000 or 15.90%. Juvenile and Domestic Relations Court Services expenditures increased due to timing differences related to payments for housing children detained by the courts. Personal service expenditures of the Circuit Court have also increased due to additional law clerk positions which were established during September of FY01.

Public Safety expenditures increased 10.23% or \$806,000. Jail expenditures are up due to timing differences related to payments for health care services. Communications expenditures rose due to payment of the City's portion of the annual maintenance agreement for the regional radio system. Personal services costs of Fire Operations increased.

Public Works expenditures have increased 16.99% or \$991,000. Annual street paving costs are up due to more primary roads, which are more expensive to pave, being included in the contract. Parks and Grounds Maintenance expenditures increased due to the purchase of

various park equipment. Facilities Maintenance expenditures increased due to library and courthouse renovation costs and repairs to two fire stations.

Community Development expenditures increased 45.55% or \$300,000 due to the establishment of the Neighborhood Partnership department as part of the General Fund. This department was included in the Grant Fund in prior years. Contributions to the Roanoke Valley Convention and Visitors Bureau increased due to timing differences.

Nondepartmental expenditures increased 52.44% or \$615,000. Transfers to the Capital Projects Fund increased due to transfers of funding for the stadium/amphitheater project, the curb, gutter and sidewalk project, and the Walnut Avenue bridge project.

I would be pleased to answer questions which City Council may have regarding the monthly financial statements.

Director of Finance

JDG/THT

Attachments

HARRIS
35591-100101



ROANOKE CITY COUNCIL
REGULAR SESSION

OCTOBER 1, 2001
12:15 P.M.

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

- 1. Call to Order--Roll Call.** (Council Member Harris was absent when the vote was recorded on the three Closed Sessions.)

A report of the City Attorney requesting that Council convene in Closed Session to consult with legal counsel on a matter of probable litigation, pursuant to Section 2.2-3711.A.7, Code of Virginia (1950), as amended.

(Approved 6-0)

File #83-132

THE MEETING WAS DECLARED IN RECESS FOLLOWING THE CITY ATTORNEY'S CLOSED SESSION TO BE IMMEDIATELY RECONVENED AT 12:35 P.M. IN THE EMERGENCY OPERATIONS CENTER CONFERENCE ROOM, ROOM 159, FOR TWO BRIEFINGS BY THE CITY MANAGER.

A communication from Council Member C. Nelson Harris, Chair, City Council's Personnel Committee, requesting that Council meet in Closed Session to discuss appointment of a new Municipal Auditor, pursuant to Section 2.2-3711.A.1, Code of Virginia (1950), as amended.

(Approved 6-0)

File #132-280

A communication from Mayor Ralph K. Smith requesting that Council meet in Closed Session to discuss a special award, i.e.: 2001 Citizen of the Year, pursuant to Section 2.2-3711.A.10, Code of Virginia (1950), as amended.

(Approved 6-0)

File #110-132

800 Mhz Trunking System Intergovernmental Agreement Briefing. 20 minutes.

Received and filed.

File #5-262-301-472

Housing Update Briefing. 10 minutes.

Received and filed.

File #178

THE MEETING WAS DECLARED IN RECESS AT 1:55 P.M. TO BE RECONVENED AT 2:00 P.M., IN THE CITY COUNCIL CHAMBER.



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***OCTOBER 1, 2001
2:00 P.M.***

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

1. Call to Order--Roll Call. (All present)

The Invocation was delivered by The Reverend James P. Beatty, Pastor, Bethel AME Church, Cave Spring.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

NOTICE:

Meetings of Roanoke City Council are televised live on RVTN Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, October 4, 2001, at 7:00 p.m., and Saturday, October 6, 2001, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE NOW PROVIDES THE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS THE AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT www.roanokegov.com, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541 TO OBTAIN AN APPLICATION.

PRESENTATIONS:

Proclamation declaring September 30 - October 6, 2001, as Mental Illness Awareness Week.

File #3-314

Proclamation declaring the month of October, 2001, as United Against Hate Month.

File #3

Proclamation declaring October 7 - 13, 2001, as Fire Prevention Week.

File #3-70

Proclamation declaring October 11, 2001, as Lights on Afterschool! Day.

File #3-467

2.

CONSENT AGENDA

(APPROVED 7-0)

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- C-1 A communication from Mayor Ralph K. Smith requesting that Council convene in Closed Session to discuss personnel matters, specifically interviews for appointments to the Architectural Review Board and the Industrial Development Authority, pursuant to Section 2.2.-3711.A.1, Code of Virginia (1950), as amended.

RECOMMENDED ACTION: Concur in request.

File #110-132

- C-2 A communication from the City Manager requesting that Council schedule a public hearing for Thursday, October 18, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard with regard to abandonment of a permanent utility easement - Times World Corporation.

RECOMMENDED ACTION: Concur in request.

File #28-227

- C-3 A communication from Council Member C. Nelson Harris transmitting a proposal for Council's consideration with regard to recognizing the location of past historic buildings in the central downtown Roanoke area.

RECOMMENDED ACTION: Concur in request to forward \$25,000.00 to
2002-03 budget study.

File #32-132-216-277

- C-4 Qualification of Troy Andrew Harmon as Acting Municipal Auditor, effective at 12:01 a.m., on September 28, 2001.

RECOMMENDED ACTION: Receive and file.

File #280

REGULAR AGENDA

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

- a. Request to address Council with regard to renaming Elmwood Park in honor of the late Dr. Martin Luther King, Jr. E. Duane Howard, Spokesperson.

Received and filed.

File #67-80

- b. Request to address Council with regard to fire stations. Evelyn D. Bethel, Spokesperson.

Received and filed.

File #70

4. PETITIONS AND COMMUNICATIONS:

- a. A communication from George J. A. Clemo, Attorney, transmitting measures for VPSA Interest Rate Subsidy Bond Financing for Fairview Elementary School and Fishburn Park Elementary School.

Adopted Resolution No. 35591-100101 and Resolution No. 35592-100101. (7-0)
File #53-467

5. REPORTS OF OFFICERS:

- a. CITY MANAGER:

BRIEFINGS:

- 1. Fair Housing Board Update. 10 minutes.

Received and filed.
File #110-178

ITEMS RECOMMENDED FOR ACTION:

- 2. A communication with regard to amendment to the Regional 800 Mhz Trunking System Intergovernmental Agreement.

Adopted Ordinance No. 35593-100101. (7-0)
File #5-262-301-472

- 3. A communication with regard to the Sister Cities Sculpture Project.

Adopted Ordinance No. 35594-100101. (7-0)
File #110-249-311-327

4. A communication with regard to contract awards for the Crystal Spring Water Treatment Filtration Plant.

Adopted Ordinance No. 35595-100101, Resolution No. 35596-100101, Budget Ordinance No. 35597-100101, and Resolution No. 35598-100101. (7-0)
File #27-468

5. A communication recommending that the City Manager be authorized to enter into a contract with U. S. Cellular for continued use of Stop Abuse From Existing (SAFE) Program cell phones and service for a period of one year.

Adopted Resolution No. 35599-100101. (7-0)
File #291-383

6. A communication recommending that the City Manager be authorized to enter into a contract with the Roanoke Foundation for Downtown, Inc., to allow for construction of a utility building at the Roanoke Centre for Industry and Technology in furtherance of the Police Mounted Patrol Unit; and acceptance of the building by the City upon completion.

Adopted Ordinance No. 35600-100101. (7-0)
File #5-277

7. A communication recommending adoption of a resolution in support of the Master Plan of the cultural institutions of the Roanoke Valley.

Adopted Resolution No. 35601-100101. (7-0)
File #230

b. DIRECTOR OF FINANCE:

1. Financial report for the month of August, 2001.

Received and filed.
File #1-10

6. REPORTS OF COMMITTEES: NONE.

7. UNFINISHED BUSINESS: NONE.

8. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

9. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.

Council Member Wyatt inquired about the status of the City's annual Affirmative Action report.

File #411

Council Member White requested information with regard to the City's record of purchasing goods and services under \$15,000.00 from small/minority businesses.

File #360-411-497

The Mayor inquired if an audit of the records and affairs of the Roanoke City School Board has been performed pursuant to action taken by Council on Monday, September 17, 2001; whereupon, the Acting Municipal Auditor advised that a meeting has been scheduled for some time within the next two weeks.

File #10-280-467

- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

10. OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

Mr. Bob Caudle, 4231 Belford Street, S. W., read a prepared statement in opposition to renaming Elmwood Park in honor of the late Dr. Martin Luther King, Jr.

File #67-80

Ms. Helen E. Davis, 35 Patton Avenue, N. E., raised questions and expressed concerns with regard to the City's procedure for solid waste collection.

File #66-144

Ms. Evelyn D. Bethel, 35 Patton Avenue, N. E., addressed Council with regard to communications with citizens and issues of accountability.

File #66-132

The Council meeting was declared in recess for three closed sessions.

Council Member White left the meeting.

CERTIFICATION OF CLOSED SESSION. (6-0)

S. Deborah Olyer and William L. Bova were reappointed as members of the Industrial Development Authority for terms ending October 20, 2005.

File #15-207

THE MEETING WAS DECLARED IN RECESS UNTIL WEDNESDAY, OCTOBER 3, 2001, AT 9:00 A.M., AT APPLE RIDGE FARM, 9230 PINE FOREST ROAD, N. E., COPPER HILL, VIRGINIA, AT WHICH TIME COUNCIL WILL HOLD A PLANNING RETREAT.